

Contract ID#: S35110C



CLPW15000031

Department: Public Works

**CF (Capital)****E-152-15CF****Contract Details**

NIFS ID #: CFPW08000001

NIFS Entry Date: 7/8/15

SERVICE:

Term: from 02/15/08 to 12/31/18

with two additional 1 year extensions

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #3	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**Agency Information**

Vendor		County Department
Name Cameron Engineering & Associates, LLP.	Vendor ID# 11-3313855	Department Contact Joseph Davenport
Address 100 Sunnyside Boulevard, Suite 100 Woodbury, New York 11797	Contact Person Joseph R. Amato Senior Partner	Address Cedar Creek WPCP 3340 Merrick Road Wantagh, NY 11793
	Phone (516) 827-4900	Phone (516) 571-7508

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 7/8/15	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/> 7/8/15	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 7/8/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
7/14/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 7/14/15	<i>[Signature]</i>	
7/14/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 7/14/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 7/24/15	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/> 6/3/15	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	
7/14/15	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 7/14/15	<i>[Signature]</i>	



## Contract Summary

**Description:** This amendment is to extend the term of the current agreement and provide additional services. Services shall include the preparation of construction contract documents for the de-commissioning of the Cedarhurst and Lawrence sewage treatment plants after diversion of sanitary sewage flow from the existing plants to the County's Bay park Sewage Treatment Plant. The existing agreement termination date is December 31, 2015. If approved, the new termination date shall be December 31, 2018, with two additional 1 year extensions at the County's option.

**Purpose:** The purpose of this project is to consolidate and divert wastewater flow from the Cedarhurst Water Pollution Control Plant (WPCP) and the Lawrence Sewage Treatment Plant (STP) to the Bay Park Sewage Treatment Plant (BPSTP). Consolidation of the Village sewage systems into the County district will serve to significantly reduce the public cost of operating wastewater treatment facilities and to improve the environmental quality of the South Shore Estuary.

**Method of Procurement:** Previously, the Department retained the firm of Cameron Engineering & Associates, LLP (Cameron) to provide engineering services through a Request for Proposals (RFP). As the design engineer of record, an amendment to Cameron's original agreement for extending the term is technically and economically the most feasible method of continuing the required services.

**Procurement History:** The original agreement with Cameron Engineering was entered into on February 15, 2008 after a written request for proposals was issued on October 22, 2007. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the RFP was listed on the County web site. Three potential proposers requested copies of the RFP. Proposals were due on November 16, 2007. Three proposals were received and evaluated. The proposals were scored and ranked. The Firm of Cameron Engineering & Associates, LLP (Cameron) received the highest technical rating & proposed a reasonable cost. The original justification for selecting the Firm of Cameron was approved by the office of the County Executive on January 4, 2008. The justification for the amendment was approved by the office of the County Executive on November 17, 2010.

**Description of General Provisions:** Lump Sum Agreement

**Impact on Funding / Price Analysis:**

*This is an extension of time amendment and funding increase of \$180,000.00 ege*

**Change in Contract from Prior Procurement:** Not applicable.

**Recommendation:** Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	110
Object:	FSA
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 180,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 180,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
8	PWCSWCSW	\$ 180,000
2		
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 180,000</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Joseph Walker, Assistant Superintendent of Water Supply**

Date: **June 1, 2015**

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name	<i>[Signature]</i>
Name		Name		Date	<i>7/2/15</i>
Date		Date		(For Office Use Only)	
				<b>E #:</b>	

RULES RESOLUTION NO.     – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND  
CAMERON ENGINEERING AND ASSOCIATES, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Cameron Engineering and Associates, LLP for services in connection with the consolidation of sanitary sewer services associated with Villages of Cedarhurst and Lawrence, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Cameron Engineering and Associates, LLP



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Cameron Engineering & Associates, LLP

**CONTRACTOR ADDRESS:** 100 Sunnyside Blvd, Woodbury, NY

**FEDERAL TAX ID #:** 113313855

**Instructions:** Please check the appropriate box ("") after one of the following roman numerals, and provide all the requested information.

**I.    The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II.    The contractor was selected pursuant to a Request for Proposals.** The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III.   X   This is a renewal, extension or amendment of an existing contract.** The contract was originally executed by Nassau County on February 15, 2008. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on October 22, 2007. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the RFP was listed on the County web site. Proposals were due on November 16, 2007. Three proposals were received and evaluated by the Department. The proposals were rated and ranked, attached is a copy of the

Departmental memo. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV.      Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

     **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

     **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V.      Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

     **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

     **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

     **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

     **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.


**VI. \_\_ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

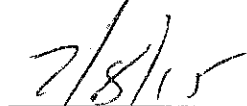
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. \_\_ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

\_\_ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
**Department Head Signature**

  
\_\_\_\_\_  
**Date**

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** April 10, 2015

**SUBJECT:** Consolidation of Sanitary Sewage Services with the Villages of Cedarhurst and Lawrence  
Request to Amend Design Services Agreement  
Agreement No. S35110C – Cameron Engineering and Associates, LLP  
Capital Project No. 35110

Previously, the Department retained the firm of Cameron Engineering and Associates, LLP for planning and design services for the diversion of sanitary sewage from both the Village of Cedarhurst and the Village of Lawrence's sewage treatment plants to the County's Bay Park Sewage Treatment Plant (STP) (see attached memo dated January 4, 2008). The firm's services included preparation of a technical design report, infiltration and inflow analyses, preparation of detailed design documents, and provision of construction administration services.

The current project scope includes the diversion of raw untreated wastewater from the Village's systems into the County's sewage collection system and demolition of facilities at each Village's sewage treatment plants. The combined wastewater from the Villages ultimately flows to and is processed at the County's Bay Park Sewage Treatment Plant (STP). This project serves to eliminate the discharge of treated wastewater into local receiving waters from the two (2) Village plants. Due to extensive damage to the Bay Park Sewage Treatment Plant caused by Superstorm Sandy, this diversion and subsequent demolition has been delayed.

It is intended to modify the project scope such that the Village's wastewater continues to be treated at their respective plants until repairs at the Bay Park Sewage Treatment make diversion possible thereby allowing the demolition of each village's sewage treatment plants. This proposed modification of the scope does not change the main goal of the project (elimination of the wastewater discharges) but will allow demolition services to be completed under a later construction contract.

The modification of the project scope will require additional design services on the part of Cameron Engineering. We are proposing that the current design cost ceiling of \$2,513,737 be increased by \$180,000.00, for a new cost ceiling of \$2,693,737.

This project is time sensitive as it has been approved by the New York State Environmental Facilities Corporation (NYSEFC) to receive American Recovery and Reinvestment Act (ARRA) funding. As such, we intend to authorize Cameron Engineering to commence these additional services concurrent with the processing of the amendment.

The funding for these additional design services is available under Capital Project No. 35110.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

  
Shila Shah-Gavoudias  
Commissioner

SSG:KGA:JLD:cs  
Attachment

c: Richard P. Millet, Chief Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit  
Joseph N. Walker, Assistant Superintendent of Water Supply

APPROVED:

DISAPPROVED:

Richard R. Walker  
Chief Deputy County Executive

Date

Richard R. Walker  
Chief Deputy County Executive

Date



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Rob R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** November 17, 2010

**SUBJECT:** Consolidation of Sanitary Sewer Services Associated with  
the Villages of Cedarhurst and Lawrence  
Capital Project No. 35110

Previously, this Department retained the services of Cameron Engineering and Associates, LLP (CEA) to evaluate and recommend options for the planning and design of the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant and the Lawrence Water Pollution Control Plant to Bay Park Sewage Treatment Plant (please see attached). Services included the preparation of a Technical Design Report, Infiltration and Inflow Analyses of each collection systems, bid documents and construction management services as specified in the RFP

At the time of award, the firm's proposed fee and the total contract cost ceiling, including a design contingency was based upon a \$13,500,000 construction budget. The current construction budget is \$21,857,013. Based on the current construction budget CEA's proposed fee is \$2,294,164 and the total contract cost ceiling, including the design contingency, would be \$2,523,580.

As such, it is the Department's recommendation that Agreement S35110C between The County of Nassau and Cameron Engineering and Associates, LLP contract be amended to reflect the revised proposed costs and total contract cost ceiling. The funding for these professional services is available under Capital Project No. 35110.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.



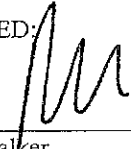
Shila Shah-Gavnoudias  
Commissioner

SSG:KGA:JLD:cs

Attachment

c: Kenneth G. Arnold, Assistant to Commissioner  
Joseph N. Walker, Assistant Superintendent of Water Supply

APPROVED:

  
Rob R. Walker  
Chief Deputy County Executive

11/17/10  
Date

DISAPPROVED:

\_\_\_\_\_  
Rob R. Walker  
Chief Deputy County Executive

Date





**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Rob Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** February 23, 2010

**SUBJECT:** Consolidation of Sanitary Sewage Services with the Villages of Cedarhurst and Lawrence  
Request to Amend Design Services Agreement  
Agreement No. S35110C – Cameron Engineering and Associates, LLP  
Capital Project No. 35110

Previously, the Department retained the firm of Cameron Engineering and Associates, LLP for planning and design services for the diversion of sanitary sewage from both the Village of Cedarhurst's and the Village of Lawrence's sewage treatment plants to the County's Bay Park Sewage Treatment Plant (STP) (see attached memo dated January 4, 2008). The firm's services included preparation of a technical design report, infiltration and inflow analyses, preparation of detailed design documents, and provision of construction administration services.

The current project scope includes the diversion of raw untreated wastewater from the Village's systems into the County's sewage collection system. The combined wastewater from the Villages ultimately flows to and is processed at the County's Bay Park Sewage Treatment Plant (STP). This project serves to eliminate the discharge of treated wastewater into local receiving waters from the two (2) Village plants.

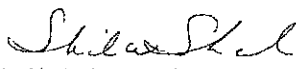
It is intended to modify the project scope such that the Village's wastewater continues to be treated at their respective plants and the treated effluent is then introduced into the County collection system. This proposed modification of the scope does not change the main goal of the project (elimination of the wastewater discharges) but does attempt to address the concerns (increased odors) expressed by the community surrounding the Bay Park STP.

The modification of the project scope will require additional design services on the part of Cameron Engineering. We are proposing that the current design cost ceiling of \$2,168,335 be increased by \$175,000, for a new cost ceiling of \$2,343,335.

This project is time sensitive as it has been approved by the New York State Environmental Facilities Corporation (NYSEFC) to receive American Recovery and Reinvestment Act (ARRA) funding. As such, we intend to authorize Cameron Engineering to commence these additional services concurrent with the processing of the amendment.

The funding for these additional design services is available under Capital Project No. 35110.

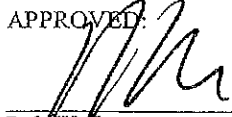
If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

  
Shila Shah-Gavnounias  
Commissioner

SSH:RS:JLD:jb  
Attachment

c: Raymond Stefanowicz, Senior Deputy Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit  
Kenneth Arnold, Sanitary Engineer IV  
Joseph N. Walker, Assistant Superintendent of Water Supply

APPROVED:

  
Rob Walker  
Chief Deputy County Executive

Date

2/24/10

DISAPPROVED:

\_\_\_\_\_  
Rob Walker  
Chief Deputy County Executive

Date



COUNTY OF NASSAU  
Inter-Departmental Memo

**TO:** Office of the County Executive  
Att: Ian R. Siegel, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** January 4, 2008

**SUBJECT:** Consolidation of Sanitary Sewer Services Associated  
with the Villages of Cedarhurst and Lawrence  
Capital Project No. 35110  
Recommendation of Firm for Design Services

This Department intends to procure services to evaluate and recommend options for the environmental study, planning and design the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to the Bay Park Sewage Treatment Plant (BPSTP). Services shall include preparation of a Technical Design Report, Infiltration and Inflow Analyses of both collection systems and bid documents based on the chosen option and construction management services as specified in the Request for Proposal (RFP).

A RFP was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The RFPs were posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were submitted by the three (3) firms listed below. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below along with each firm's total proposed fee (based upon a \$13,500,000 construction budget):

Proposer	Technical Rank	Technical Score	Total Proposed Cost	Total Cost Proposal with Contingency
Cameron Engineering	1	91	\$1,707,950	\$2,220,335
Dvirka & Bartilucci	2	84	\$1,706,250	\$2,218,125
Gannett Fleming	3	83	\$2,647,200	\$3,441,360

The Technical Review Committee met with Cameron Engineering to review their cost proposal and clarified the level of detail needed for Division G, Right of Way Maps. Pursuant to the review, Cameron Engineering submitted a revised cost proposal of \$1,667,950 that addressed all issues raised at the review meeting. The total contract cost ceiling, including the design contingency, would be \$2,168,335.



Office of the County Executive  
Att: Ian R. Siegel, Deputy County Executive  
Page Two  
January 4, 2008

SUBJECT: Consolidation of Sanitary Sewer Services Associated  
with the Villages of Cedarhurst and Lawrence  
Capital Project No. 35110  
Recommendation of Firm for Design Services

It is the opinion of the Technical Review Committee that Cameron Engineering and Associates, LLP offers considerable experience with this work and has intimate knowledge with both the Cedarhurst and Lawrence wastewater disposal and collection systems. In our professional judgment, the proposal submitted by Cameron Engineering and Associates, LLP, having the highest technical rating and proposing one of the lowest total design costs, represents the best value to the County.

As such, it is the Department's recommendation that Cameron Engineering and Associates, LLP be retained to provide the design services for the project referenced above.

The funding for these professional services is available under Capital Project No. 35110.

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

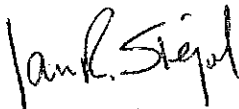


Raymond A. Ribeiro  
Commissioner

RAR:JLD:KGA:jb

c: Joseph L. Davenport, Deputy Commissioner for Engineering  
Gary Yansick, Director of Management Analysis II  
Joseph N. Walker, Assistant Superintendent of Water Supply

APPROVED:



Ian R. Siegel  
Deputy County Executive

1-03-07

Date

DISAPPROVED:

Ian R. Siegel  
Deputy County Executive

Date

PARF 1: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFB

Copyright © 2007 PUBLIC WORKS Date: October 2007

Engineering services to evaluate and recommend options for the environmental study, planning and design the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to Bay Park Sewage Treatment Plant (BPSTP). Services shall include preparation of a Technical Design Report, Infiltration and Inflow Analyses of both collection systems and bid documents based on the chosen option and construction management services as specified in the RFP.

This project is associated with an Inter-municipal Agreement between the County of Nassau and each of the Villages, Cedarhurst and Lawrence.

Department Head Approval: ☒ YES ☐ NODCH Vertical Approval: ☒ YES ☐ NO

DCU Ops Approval: ~~YES~~ NO

Proposals shall be submitted to deputy County Executive for Open bids after Qualifications/Proposals/Contracts are received from participating vendors.

[illegible]

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**  
**PROPOSED CONTRACT**  
(Via Fax)

**TO:** CSEA - (Fax: 742-3801)  
**FROM:** DPW, Division of Administration - (Fax: 571-4199)  
**DATE:** January 8, 2008  
**SUBJECT:** CSEA Notification of a Proposed DPW Design Services Contract  
Proposed Contract Number: S35110C

The following notification is to comply with the spirit and intent of Section 32 of the county/CSEA contract. It should not be implied that the proposed DPW contract / agreement is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a design services contract for the following services:  
To evaluate and recommend options for the environmental study, planning and design the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to Bay Park Sewage Treatment Plant (BPSTP).
2. The work involves the following:
  - planning and design, preparation of a Technical Design Report, Infiltration and Inflow Analyses
  - procurement of regulatory permits
  - development of construction plans and specifications
  - construction management services
3. An estimate of the cost is: \$ 2,168,335
4. An estimate of the duration is: Three (3) years

Should you wish to propose an alternative to the proposed contract, please respond within 10 days, to: Department of Public Works, Division of Administration, Att: Gary Yansick; fax: 571-4046, (phone: 516-571-4076)



Dena Miller DeFranco  
Deputy Commissioner

DMD:KGA:JNW:jb

c: Office of Labor Relations  
Water/Wastewater Engineering Unit

We are transmitting one (1) page including this sheet. If there were problems with this transmission, call (516) 571-4076.

### **AMENDMENT NO. 3**

AMENDMENT, dated as of \_\_\_\_\_, 201\_\_ ( this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Cameron Engineering & Associates, LLP, a consultant engineering firm having its principal office at 100 Sunnyside Boulevard, Suite 100, Woodbury, New York 11797 (the "Firm" or the "Contractor").

#### **W I T N E S S E T H:**

WHEREAS, pursuant to County contract number S35110C between the County and the Firm, executed on behalf of the County on February 15, 2008 (the "Original Agreement"), the Firm performed certain services for the County in connection with the Consolidation of Sanitary Sewer Services associated with the Villages of Cedarhurst and Lawrence, which services are more fully described in the Original Agreement Exhibit A (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from February 15, 2008 through March 1, 2011 (the "Original Term");

WHEREAS; the term of the Original Agreement was amended by adding fifty-nine (59) months (the "Amended Term"); and

WHEREAS; the maximum amount that the county agreed to reimburse the Firm for services under the Original Agreement, as full compensation for services, was two million-one hundred sixty eight thousand-three hundred thirty five dollars (\$2,168,335.00) (the "Maximum Amount"); and

WHEREAS; the original Maximum Amount was amended by adding an additional three hundred fifty five thousand-two hundred forty five (\$355,245.00), for a new total amount of two million-five hundred twenty three thousand-five hundred eighty dollars (\$2,523,580.00) (the "Amended Maximum Amount")

WHEREAS; the County and the Contractor desire to amend the Original Services by modifying the project scope;

WHEREAS; the County and the Contractor desire to amend the Amended Term by adding an additional thirty-six (36) months, with two additional one (1) year extensions at the County's option;

WHEREAS; the County and the Contractor desire to amend the Amended Maximum Amount by adding an additional one hundred eighty thousand (\$180,000.00) dollars;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Modified Project Scope. Paragraph B, Detailed Design Services referred to in Exhibit A of the Original Agreement and modified as set forth in Exhibit A.1 of Amendment No. 1 is hereby revised as set forth in Exhibit A.3 attached hereto and incorporated herein by reference ("Modified Project Scope").

2. Term Extension. The Amended Term shall be extended by thirty-six (36) months, so that the termination date of the Original Agreement, as amended by previous Amendments and this Amendment (the "Amended Agreement"), shall be December 31, 2018 with two additional one (1) year extensions at the County's option; that could extend the termination date to December 31, 2020.


3. Maximum Amount. The Maximum Amount of the Original Agreement shall be increased by one hundred eighty thousand (\$180,000.00), for a new total amount of two million-six hundred ninety three thousand-seven hundred thirty seven dollars (\$2,693,734.00) (the "Amended Maximum Amount")

4. Compliance With Law. The Contractor shall comply with all federal, state and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement and subsequent Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CAMERON ENGINEERING & ASSOCIATES

By:   
Name: Joseph R. Amato, P.E.  
Title: Senior Partner  
Date: 6/16/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK





## **EXHIBIT A.3**

### **Consolidation of Sanitary Sewer Services associated with the Villages of Cedarhurst and Lawrence**

#### **Modified Project Scope**

May 29, 2015

#### Overview

The unmodified Cedarhurst/Lawrence sewage diversion project includes: 1) gravity flow of sewage from the Village of Cedarhurst into the County sewage collection system; 2) pumped flow of sewage from the Village of Lawrence into the County sewage collection system; and, 3) upgrades to the County's existing Inwood Pump Station, including a new force main. The combined wastewater from the Village's of Lawrence and Cedarhurst is transferred to the County's Bay Park STP in East Rockaway, via the Inwood Pump Station. It is intended to modify the current project scope so as to prepare separate contract documents for the de-commissioning and demolition of the Lawrence and Cedarhurst plants as mandated by Order on Consent with the New York State Department of Environmental Conservation.

The modifications to the current project scope to implement this alternative are described below.

#### **A. Division A – Closure Report**

1. Conduct survey of each site for presence of hazardous materials such as lead paint and asbestos. A certified firm and laboratory will be used for this work. Proposals will solicited from qualified firms.
2. Confirm with County which buildings are to remain and determine to the extent possible the interconnections between remaining building and those to be demolished. This would include mechanical, piping, electrical and control systems.
3. Determine with County assistance what equipment and systems (if any) are to be recovered and salvaged or returned to the County.
4. Design for proper disconnections and independent operation of those structures remaining in County's possession. At this time, no structures will be retained for County use at the Cedarhurst site.
5. Determine disposition of outfall pipes at each location. County input will be required.
6. Develop a Closure Plan for the property decommissioning, cleaning and demolition of those structures no longer required at the site. Identify proper location for the disposal of any remaining residuals such as grit, screenings and biosolids from digesters. Plan to be submitted to NYSDEC, respond to and address technical comments.
7. Identify any permits required for the project.

#### **B. Division B – Detailed Design (Plans & Specifications)**

1. Develop Contract Documents for the implementation of the NYSDEC approved Closure Plan using County "front end". Submit 40%, 75% and 100% set for review, respond to comments.

2. Attend meetings for review of submittals, provide meeting minutes.
3. Submit contract documents to NYSDEC, respond to technical questions.
4. Prepare Environmental Assessment Form (EAF) for the closure and demolition.
5. Prepare a Stormwater Maintenance & Management Plan (SWMMP). Submit to NYSDEC for approval.
6. Prepare an estimate of cost.
7. Bid Phase Services including conducting a pre-bid meeting, respond to bidder's requests for information, prepare addendum, review bids and make a recommendation on award.

C. Division C – General Inspection Services including

1. Conform contract documents.
2. Attend pre-construction meeting, prepare meeting minutes.
3. Review and approve proposed deviations and substitutions.
4. Review of submittals.
5. Provide for interpretation of contract documents.
6. Prepare supplemental sketches as needed.
7. Provide for consultation on special construction problems by specialists.
8. Respond to contractor RFIs.
9. Attend monthly meetings during prosecution of the work.
10. Conduct periodic site visits for confirmation work is being performed in accordance with contract documents.
11. Prepare punchlist and assist County on project closeout.
12. Conduct site visit with NYSDEC prior to project closeout.
13. Review contractor prepared as-builts reflecting actual work completed.

D. Division D – O&M Manual

1. Coordinate any outstanding O&M Manual for remaining facility- Lawrence Pump Station- no O&M required at Cedarhurst site.
2. Work to be conducted under existing contract.

E. Division E – Startup

1. Assist with any remaining startup requirements at the Lawrence Pump Station, no startup services are required at the Cedarhurst site.
2. Work to be conducted under existing contract.

### AMENDMENT NO. 3

AMENDMENT, dated as of \_\_\_\_\_, 201\_\_ ( this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Cameron Engineering & Associates, LLP, a consultant engineering firm having its principal office at 100 Sunnyside Boulevard, Suite 100, Woodbury, New York 11797 (the "Firm" or the "Contractor").

#### W I T N E S S E T H:

WHEREAS, pursuant to County contract number S35110C between the County and the Firm, executed on behalf of the County on February 15, 2008 (the "Original Agreement"), the Firm performed certain services for the County in connection with the Consolidation of Sanitary Sewer Services associated with the Villages of Cedarhurst and Lawrence, which services are more fully described in the Original Agreement Exhibit A (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from February 15, 2008 through March 1, 2011 (the "Original Term");

WHEREAS; the term of the Original Agreement was amended by adding fifty-nine (59) months (the "Amended Term"); and

WHEREAS; the maximum amount that the county agreed to reimburse the Firm for services under the Original Agreement, as full compensation for services, was two million-one hundred sixty eight thousand-three hundred thirty five dollars (\$2,168,335.00) (the "Maximum Amount"); and

WHEREAS; the original Maximum Amount was amended by adding an additional three hundred fifty five thousand-two hundred forty five (\$355,245.00), for a new total amount of two million-five hundred twenty three thousand-five hundred eighty dollars (\$2,523,580.00) (the "Amended Maximum Amount")

WHEREAS; the County and the Contractor desire to amend the Original Services by modifying the project scope;

WHEREAS; the County and the Contractor desire to amend the Amended Term by adding an additional thirty-six (36) months, with two additional one (1) year extensions at the County's option;

WHEREAS; the County and the Contractor desire to amend the Amended Maximum Amount by adding an additional one hundred eighty thousand (\$180,000.00) dollars;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Modified Project Scope. Paragraph B, Detailed Design Services referred to in Exhibit A of the Original Agreement and modified as set forth in Exhibit A.1 of Amendment No. 1 is hereby revised as set forth in Exhibit A.3 attached hereto and incorporated herein by reference ("Modified Project Scope").

2. Term Extension. The Amended Term shall be extended by thirty-six (36) months, so that the termination date of the Original Agreement, as amended by previous Amendments and this Amendment (the "Amended Agreement"), shall be December 31, 2018 with two additional one (1) year extensions at the County's option; that could extend the termination date to December 31, 2020.

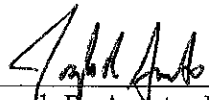
3. Maximum Amount. The Maximum Amount of the Original Agreement shall be increased by one hundred eighty thousand (\$180,000.00), for a new total amount of two million-six hundred ninety three thousand-seven hundred thirty seven dollars (\$2,693,734.00) (the "Amended Maximum Amount")

4. Compliance With Law. The Contractor shall comply with all federal, state and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement and subsequent Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CAMERON ENGINEERING & ASSOCIATES

By:   
Name: Joseph R. Amato, P.E.  
Title: Senior Partner  
Date: 6/16/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16 day of June in the year 2015 before me personally came Joseph R. Amato, P.E. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Partner of Cameron Engineering & Associates, LPP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

LENORE ANN ORLANDO  
Notary Public, State of New York  
Qualified in Nassau County  
Reg. # 01OR6232008  
My Commission Expires Dec. 06, 20 18

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## **EXHIBIT A.3**

### **Consolidation of Sanitary Sewer Services associated with the Villages of Cedarhurst and Lawrence**

#### **Modified Project Scope**

May 29, 2015

#### Overview

The unmodified Cedarhurst/Lawrence sewage diversion project includes: 1) gravity flow of sewage from the Village of Cedarhurst into the County sewage collection system; 2) pumped flow of sewage from the Village of Lawrence into the County sewage collection system; and, 3) upgrades to the County's existing Inwood Pump Station, including a new force main. The combined wastewater from the Village's of Lawrence and Cedarhurst is transferred to the County's Bay Park STP in East Rockaway, via the Inwood Pump Station. It is intended to modify the current project scope so as to prepare separate contract documents for the de-commissioning and demolition of the Lawrence and Cedarhurst plants as mandated by Order on Consent with the New York State Department of Environmental Conservation.

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4. Design for proper disconnections and independent operation of those structures remaining in County's possession. At this time, no structures will be retained for County use at the Cedarhurst site.
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2. Work to be conducted under existing contract.

E. Division E – Startup

1. Assist with any remaining startup requirements at the Lawrence Pump Station, no startup services are required at the Cedarhurst site.
2. Work to be conducted under existing contract.

Contract ID#: S35110C



Department: Public Works

**CF (Capital)****Contract Details**

NIFS ID #: CFPW08000001

NIFS Entry Date: 8/5/13

SERVICE:

Term: from 8/15/08

to 12/31/2015

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**Agency Information**

Vendor	
Name Cameron Engineering & Associates, LLP.	Vendor ID# 11-3313835
Address 100 Sunnyside Boulevard, Suite 100 Woodbury, New York 11797	Contact Person Joseph R. Amato Senior Partner
	Phone (516) 827-4900

County Department
Department Contact Joseph Davenport
Address Cedar Creek WPCP 3340 Merrick Road Wantagh, NY 11793
Phone (516) 571-7508

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 8/1/13	See See	
	DPW (Capital Only)	CF Capital Fund Approval	<input checked="" type="checkbox"/> 7/2/13	See See	
	OMB	NIFS Approval	<input type="checkbox"/> 8/1	See See	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res
8/23/13	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 8/23/13	J. Amato	
8/24/13	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 8/24/13	See See	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 8/27/13	Gregory A. May	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/> 8/1/2014	See See	
	Comptroller	NIFS Approval	<input type="checkbox"/> 8/5/14	See See	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 8/28/13	See See	

PRCF1205 (12/05)



## Contract Summary

**Description:** This amendment is to extend the term of the current agreement. The existing agreement termination date is March 1, 2013. If approved, the new termination date shall be December 31, 2015.

**Purpose:** The purpose of this project is to consolidate and divert wastewater flow from the Cedarhurst Water Pollution Control Plant (WPCP) and the Lawrence Sewage Treatment Plant (STP) to the Bay Park Sewage Treatment Plant (BPSTP). Consolidation of the Village sewage systems into the County district will serve to significantly reduce the public cost of operating wastewater treatment facilities and to improve the environmental quality of the South Shore Estuary.

**Method of Procurement:** Previously, the Department retained the firm of Cameron Engineering & Associates, LLP (Cameron) to provide engineering services through a Request for Proposals (RFP). As the design engineer of record, an amendment to Cameron's original agreement for extending the term is technically and economically the most feasible method of continuing the required services.

**Procurement History:** The original agreement with Cameron Engineering was entered into on February 15, 2008 after a written request for proposals was issued on October 22, 2007. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the RFP was listed on the County web site. Three potential proposers requested copies of the RFP. Proposals were due on November 16, 2007. Three proposals were received and evaluated. The proposals were scored and ranked. The Firm of Cameron Engineering & Associates, LLP (Cameron) received the highest technical rating & proposed a reasonable cost. The original justification for selecting the Firm of Cameron was approved by the office of the County Executive on January 4, 2008. The justification for the amendment was approved by the office of the County Executive on November 17, 2010.

**Description of General Provisions:** Lump Sum Agreement

**Impact on Funding / Price Analysis:** Not applicable; this is an extension of time amendment only.

**Change in Contract from Prior Procurement:** Not applicable.

**Recommendation:** Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	110
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$</b>

LINE	INDEX/OBJECT CODE	AMOUNT
8	CSW 35110	\$ .01
2		
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ .01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Joseph Davenport, Chief Sanitary Engineer

Date: July 15, 2013

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b>	
Name: J. Davenport		Name: [Signature]		Name: [Signature]	
Date: 3/5/14		Date: 3/5/14		Date: 8/28/13	
				E #:	



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Cameron Engineering & Associates, LLP

CONTRACTOR ADDRESS: 100 Sunnyside Blvd, Woodbury, NY

FEDERAL TAX ID #: 113313855

**Instructions:** Please check the appropriate box ("") after one of the following roman numerals, and provide all the requested information.

I.    The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II.    The contractor was selected pursuant to a Request for Proposals.  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III.   X   This is a renewal, extension or amendment of an existing contract.  
The contract was originally executed by Nassau County on February 15, 2008. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on October 22, 2007. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the RFP was listed on the County web site. Proposals were due on November 16, 2007. Three proposals were received and evaluated by the Department. The proposals were rated and ranked, attached is a copy of the

Departmental memo. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. \_\_\_ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

\_\_\_A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

\_\_\_B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. \_\_\_ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

\_\_\_A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

\_\_\_B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

\_\_\_C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

\_\_\_D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

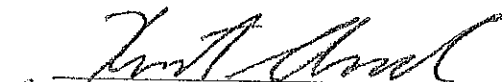
**VI. \_\_ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

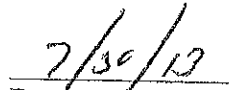
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. \_\_ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

\_\_ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

***NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

E-41-14

RULES RESOLUTION NO. 29-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND  
CAMERON ENGINEERING & ASSOCIATES, LLP.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 2-10-14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Cameron Engineering & Associates, LLP, in  
relation to sanitary sewer services associated with the Villages of Cedarhurst  
and Lawrence, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said amendment  
to an agreement with Cameron Engineering & Associates, LLP.

RULES RESOLUTION NO.    – 2013

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TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
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COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Cameron Engineering + Associates, LLC  
Address: 100 Sunnyside Blvd, Suite 100  
City and State: Woodbury, New York Zip Code 11797

2. Firm's Vendor Identification Number: 11-3313855

3. Type of Business: \_\_\_\_\_ Public Corp. X Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company \_\_\_\_\_ Closely Held Corp. \_\_\_\_\_ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

John D. Cameron, Jr., P.E., 59 Royal Court, Rockville Centre, NY 11570  
Cameron Engineering, Planning and Landscape Architecture, P.C. (100% owned by John D. Cameron,  
100 Sunnyside Blvd, Suite 100, Woodbury, NY 11797  
Joseph R. Amato, 307 Lawn Lane, Upper Brookville, NY 11771

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (\* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

John D. Cameron, Jr., 59 Royal Court, Rockville Centre, NY 11570  
Cameron Engineering, Planning and Landscape Architecture, P.C. (100% owned by  
John D. Cameron, Jr.) 100 Sunnyside Blvd, Suite 100, Woodbury, NY 11797  
Joseph R. Amato, 307 Lawn Lane, Upper Brookville, NY 11771

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [ if none, enter "None" ] (\* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Cameron Engineering + Associates of New York, PLLC. D/B/A Bodak-Cameron Engineering,  
45 West 30th Street, New York, NY 10018 - John D. Cameron Jr., 59 Royal Court, Rockville Centre  
NY 11570  
Joseph R. Amato, 307 Lawn Lane, Upper Brookville, NY 11771

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 7/2/13

Signed: Joseph R. Amato

Print Name: Joseph R. Amato, P.E.

Title: Senior Partner

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** June 6, 2013

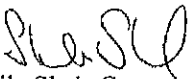
**SUBJECT:** Consolidation of Sanitary Sewer Services Associated with the  
Villages of Cedarhurst and Lawrence  
Cameron Engineering Design Services during Construction  
Amendment to Agreement No. S35110C  
Capital Project No. 35110

Previously, the Department retained the services of Cameron Engineering and Associates, LLP (CEA) to evaluate and recommend options for the planning and design of construction improvements necessary for the diversion of wastewater from both the Cedarhurst Sewage Treatment Plant and the Lawrence Water Pollution Control Plant to Bay Park Sewage Treatment Plant (see attached memo dated January 4, 2008).

At this time, the firm's professional services agreement has reached its termination date; however, construction activities related to the project are ongoing. It is in the best interests of the project to maintain the design firm's involvement throughout the construction period.

As such, it is the Department's recommendation that Agreement No. S35110C between Nassau County and Cameron Engineering and Associates, LLP be amended to extend the duration of services to December 31, 2015.

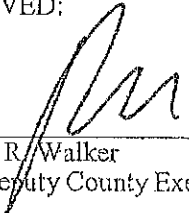
If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

  
Shila Shah-Gavnoudias  
Commissioner

SSG:KGA:JLD:cs  
Attachment

c: Kenneth G. Arnold, Assistant to Commissioner

APPROVED:

  
Richard R. Walker  
Chief Deputy County Executive

6/10/13  
Date

DISAPPROVED:

\_\_\_\_\_  
Richard R. Walker  
Chief Deputy County Executive

Date



## AMENDMENT NO. 2

AMENDMENT, dated as of March 1, 2013 (this "Amendment No. 2"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Cameron Engineering & Associates, LLP, a consultant engineering firm having its principal office at 100 Sunnyside Boulevard, Suite 100, Woodbury, New York 11797 (the "Firm" or the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number S35110C between the County and the Firm, executed on behalf of the County on February 15, 2008 (the "Original Agreement"), the Firm performed certain services for the County in connection with the Consolidation of Sanitary Sewer Services associated with the Villages of Cedarhurst and Lawrence, which services are more fully described in the Original Agreement Exhibit A (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from February 15, 2008 through March 1, 2011 (the "Original Term");

WHEREAS; the term of the Original Agreement was amended (the "Amendment No. 1") by adding twenty-four months (the "Amended Term") extending the Agreement to March 1, 2013; and

WHEREAS; the County and the Contractor desire to amend the Amended Term by adding an additional thirty-five (35) months;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:


1. Term Extension. The Amended Term shall be extended by thirty-five (35) months, so that the termination date of the Original Agreement, as amended by Amendment No. 1 and this Amendment No. 2 shall be December 31, 2015.

2. Compliance With Law. The Contractor shall comply with all federal, state and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement

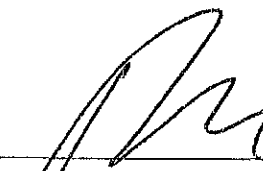
3. Full Force and Effect. All the terms and conditions of the Original Agreement and Amendment No. 1 not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CAMERON ENGINEERING & ASSOCIATES

By:   
Name: Joseph R. Amato, P.E.  
Title: Senior Partner  
Date: 7/2/13

NASSAU COUNTY

By:   
Name: Richard R. Walker  
Title: Deputy County Executive  
Date: 3/7/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 2<sup>nd</sup> day of July in the year 2013 before me personally came Joseph R. Amato to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Partner of Camerna Engineering, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

LENORE ANN LOMBARDO  
NOTARY PUBLIC  
Qualified in Suffolk County  
Reg. # 01LO6232008  
My Commission Expires Dec. 06, 2014

*Lenore Ann Lombardo*

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 7<sup>th</sup> day of March in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE258028  
Qualified in Nassau County  
Commission Expires April 02, 2016

**REQUEST TO INITIATE  
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID  
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

TRFQ      X RFP      TRFBC      OTHER

Department: PUBLIC WORKS      Date: October 2007

Service Requested:

Engineering services to evaluate and recommend options for the environmental study, planning and design the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to Bay Park Sewage Treatment Plant (BPSTP). Services shall include preparation of a Technical Design Report, Infiltration and Inflow Analyses of both collection systems and bid documents based on the chosen option and construction management services as specified in the RFP

Justification:

This project is associated with an Inter-municipal Agreement between the County of Nassau and each of the Villages, Cedarhurst and Lawrence.

Estimated Range: \$1,715,000      Date RFQ/RFP/RFBC Due: \_\_\_\_\_

Department Head Approval: ☒ YES ☐ NO

DCE/Vertical Approval: ☒ YES ☐ NO

DCE/Ops Approval: ☒ YES ☐ NO

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PART II: To be submitted to deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from responding vendors.

Vendor	Quote	Comment
1. See County Executive Approval memo		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		

DCE/Ops Approval:

☐ YES ☐ NO

Signature \_\_\_\_\_

JLD: EGA; JNW: cs

H:\Water-Waste\Water Engineering\Capital Project Program\99999x - Consolidation of Lawrence and Cedarhurst\Request to Initiate RFP Sanitary Sewer Consolidation.doc

COUNTY OF NASSAU  
Inter-Departmental Memo

**TO:** Office of the County Executive  
Att: Ian R. Siegel, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** January 4, 2008

**SUBJECT:** Consolidation of Sanitary Sewer Services Associated  
with the Villages of Cedarhurst and Lawrence  
Capital Project No. 35110  
Recommendation of Firm for Design Services

This Department intends to procure services to evaluate and recommend options for the environmental study, planning and design the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to the Bay Park Sewage Treatment Plant (BPSTP). Services shall include preparation of a Technical Design Report, Infiltration and Inflow Analyses of both collection systems and bid documents based on the chosen option and construction management services as specified in the Request for Proposal (RFP).

A RFP was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The RFPs were posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were submitted by the three (3) firms listed below. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below along with each firm's total proposed fee (based upon a \$13,500,000 construction budget):

Proposer	Technical Rank	Technical Score	Total Proposed Cost	Total Cost Proposal with Contingency
Cameron Engineering	1	91	\$1,707,950	\$2,220,335
Dvirka & Bartilucci	2	84	\$1,706,250	\$2,218,125
Gannett Fleming	3	83	\$2,647,200	\$3,441,360

The Technical Review Committee met with Cameron Engineering to review their cost proposal and clarified the level of detail needed for Division G, Right of Way Maps. Pursuant to the review, Cameron Engineering submitted a revised cost proposal of \$1,667,950 that addressed all issues raised at the review meeting. The total contract cost ceiling, including the design contingency, would be \$2,168,335.



Office of the County Executive  
Att: Ian R. Siegel, Deputy County Executive  
Page Two  
January 4, 2008

SUBJECT: Consolidation of Sanitary Sewer Services Associated  
with the Villages of Cedarhurst and Lawrence  
Capital Project No. 35110  
Recommendation of Firm for Design Services

It is the opinion of the Technical Review Committee that Cameron Engineering and Associates, LLP offers considerable experience with this work and has intimate knowledge with both the Cedarhurst and Lawrence wastewater disposal and collection systems. In our professional judgment, the proposal submitted by Cameron Engineering and Associates, LLP, having the highest technical rating and proposing one of the lowest total design costs, represents the best value to the County.

As such, it is the Department's recommendation that Cameron Engineering and Associates, LLP be retained to provide the design services for the project referenced above.

The funding for these professional services is available under Capital Project No. 35110.

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.



Raymond A. Ribeiro  
Commissioner

RAR:JLD:KGA:jb

- c: Joseph L. Davenport, Deputy Commissioner for Engineering
- Gary Yansick, Director of Management Analysis II
- Joseph N. Walker, Assistant Superintendent of Water Supply

APPROVED:



Ian R. Siegel  
Deputy County Executive

Date

DISAPPROVED:

Ian R. Siegel  
Deputy County Executive

Date



NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
PROPOSED CONTRACT  
(Via Fax)

**TO:** CSEA (Fax: 742-3801)  
**FROM:** DPW, Division of Administration (Fax: 571-4199)  
**DATE:** January 8, 2008  
**SUBJECT:** CSEA Notification of a Proposed DPW Design Services Contract  
Proposed Contract Number: S35110C

The following notification is to comply with the spirit and intent of Section 32 of the county/CSEA contract. It should not be implied that the proposed DPW contract / agreement is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a design services contract for the following services:  
To evaluate and recommend options for the environmental study, planning and design the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to Bay Park Sewage Treatment Plant (BPSTP).
2. The work involves the following:
  - planning and design, preparation of a Technical Design Report, Infiltration and Inflow Analyses
  - procurement of regulatory permits
  - development of construction plans and specifications
  - construction management services
3. An estimate of the cost is: \$ 2,168,335
4. An estimate of the duration is: Three (3) years

Should you wish to propose an alternative to the proposed contract, please respond within 10 days, to: Department of Public Works, Division of Administration, Attn: Gary Yansick; fax: 571-4046, (phone: 516-571-4076)



Dena Miller DeFranco  
Deputy Commissioner

DMD:KGA:JNW:jb

c: Office of Labor Relations  
Water/Wastewater Engineering Unit

We are transmitting one (1) page including this sheet. If there were problems with this transmission, call (516) 571-4076.

Contract ID#: S35110C



CLPW10000015

Department: Public Works

E-46-11  
CF**CF (Capital)****Contract Details**

NIFS ID #: CFPW08000001

SERVICE:

NIFS Entry Date: 01/08/08 Term: from 02/15/08 to 03/01/13

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# 20-2008

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name Cameron Engineering & Associates, LLP.	Vendor ID# 11-3313855-01
Address 100 Sunnyside Boulevard, Suite 100 Woodbury, New York 11797	Contact Person John Cameron
	Phone (516) 827-4900

County Department
Department Contact Joseph Walker
Address Cedar Creek WPCP Bldg. "R" 3340 Merrick Road Wantagh, NY 11793
Phone (516) 571-7508

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	12/2/11 [Signature]	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	12/2/11 [Signature]	
	OMB	NIFS Approval	<input type="checkbox"/>	12/2/11 [Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res.
12/2/11	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	12/30/10 [Signature]	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	1/13/11 [Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	1/21/11 [Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	1/24/11 [Signature]	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	1/24/11 [Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	1/28/11 [Signature]	

PRCF1205 (12/05)





## Contract Summary

**Description:** The services to be provided by the Firm under this Amendment are the planning and design of the diversion of treated effluent from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to Bay Park Sewage Treatment Plant (BPSTP). Services shall include preparation of a Supplemental Bulletin to bid documents based on a change in scope to the original project.

**Purpose:** The purpose of this project is to consolidate the various sewage collection districts into a single County operating district. Consolidation of the sewage districts into one operating entity will serve to significantly reduce the public cost of operating wastewater treatment facilities and to improve the environmental quality of the South Shore Estuary Reserve.

**Method of Procurement:** Previously the Department retained the firm of Cameron Engineering & Associates, LLP (Cameron) to provide engineering services for a total cost of \$2,168,335. A post bid change in scope required the preparation of a supplemental bulletin for the construction contractors. As the design engineer of record an amendment to Cameron's original agreement is technically and economically the most feasible method of obtaining the required services.

**Procurement History:** The Original Contract with Cameron was entered into on February 15, 2008 after a written request for proposals was issued on October 22, 2007. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the RFP was listed on the County web site. Three potential proposers requested copies of the RFP. Proposals were due on November 16, 2007. Three proposals were received and evaluated. The proposals were scored and ranked. The Firm of Cameron Engineering & Associates, LLP (Cameron) received the highest technical rating & proposed a reasonable cost. The original justification for selecting the Firm of Cameron was approved by the office of the County Executive on January 4, 2008. The justification for the amendment was approved by the office of the County Executive on November 17, 2010.

**Description of General Provisions:** Lump Sum Agreement

**Impact on Funding / Price Analysis:** The fee for the services provided by this amendment will not exceed \$355,245. Funding is included in Capital Program.

**Change in Contract from Prior Procurement:** \$355,425

**Recommendation:** (approve as submitted)

APPROVED: *[Signature]* 12/30/10

## Advertisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	110
Object:	FSA
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$ 355,245
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 355,245</b>

### INSURANCE SECTION

LINE	INDEX/OBJECT CODE	AMOUNT
47	PWCSWCWFS/FSA/00002	\$ 17,762
2	PWCSWCWFS/FSA/00002	\$ 213,147
4		\$
5	PWCSWCWFS/FSA/00002	\$ 106,574
6	PWCSWCWFS/FSA/00002	\$ 17,762
<b>TOTAL</b>		<b>\$ 355,245</b>

Document Prepared By: Joseph N. Walker, Asst. Supt. of Water Supply

Date: November 18, 2010

NYS Certification		County Executive Approval	
I certify that this document was accepted into NYS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name		Name	
Date		Date	
6-8-11		12/28/10	
		(For Office Use Only)	
		E #:	



E-4611

RULES RESOLUTION NO. 67 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF PUBLIC WORKS, AND CAMERON ENGINEERING &  
ASSOCIATES, LLP.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on MAR 07 2011  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County, on behalf of the Department of Public Works, has  
negotiated an amendment to a personal services agreement with Cameron Engineering &  
Associates, LLP, for engineering and consulting services in relation to the consolidation  
of various sewer districts; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature  
authorizes the County Executive to execute the said agreement with Cameron  
Engineering & Associates, LLP.

RULES RESOLUTION NO. -2011.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF PUBLIC WORKS, AND CAMERON ENGINEERING &  
ASSOCIATES, LLP.

WHEREAS, the County, on behalf of the Department of Public Works, has  
negotiated an amendment to a personal services agreement with Cameron Engineering &  
Associates, LLP, for engineering and consulting services in relation to the consolidation  
of various sewer districts; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature  
authorizes the County Executive to execute the said agreement with Cameron  
Engineering & Associates, LLP.

Howard S. Weitzman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Cameron Engineering & Associates, LLP.

CONTRACTOR ADDRESS: 100 Sunnyside Boulevard, Suite 100  
Woodbury, New York 11797

FEDERAL TAX ID #: 11-3313855

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.  
The Contract was entered into after a \_\_\_\_\_.



**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on February 15, 2008]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on October 22, 2007. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the RFP was listed on the County web site. Three potential proposers requested copies of the RFP. Proposals were due on November 16, 2007. Three proposals were received and evaluated. The evaluation committee consisted of: Kevin Mulligan, P.E., Joseph Davenport, P.E., Kenneth Arnold, P.E., and Joseph Walker. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

4-15-10  
\_\_\_\_\_  
Date

***NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Rob R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** November 17, 2010

**SUBJECT:** Consolidation of Sanitary Sewer Services Associated with  
the Villages of Cedarhurst and Lawrence  
Capital Project No. 35110

Previously, this Department retained the services of Cameron Engineering and Associates, LLP (CEA) to evaluate and recommend options for the planning and design of the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant and the Lawrence Water Pollution Control Plant to Bay Park Sewage Treatment Plant (please see attached). Services included the preparation of a Technical Design Report, Infiltration and Inflow Analyses of each collection systems, bid documents and construction management services as specified in the RFP.

At the time of award, the firm's proposed fee and the total contract cost ceiling, including a design contingency was based upon a \$13,500,000 construction budget. The current construction budget is \$21,857,013. Based on the current construction budget CEA's proposed fee is \$2,294,164 and the total contract cost ceiling, including the design contingency, would be \$2,523,580.

As such, it is the Department's recommendation that Agreement S35110C between The County of Nassau and Cameron Engineering and Associates, LLP contract be amended to reflect the revised proposed costs and total contract cost ceiling. The funding for these professional services is available under Capital Project No. 35110.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.



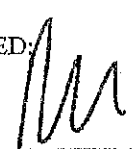
Shila Shah-Gavnoudias  
Commissioner

SSG:KGA:JLD:cs

Attachment

c: Kenneth G. Arnold, Assistant to Commissioner  
Joseph N. Walker, Assistant Superintendent of Water Supply

APPROVED:

  
Rob R. Walker  
Chief Deputy County Executive

11/17/10  
Date

DISAPPROVED:

\_\_\_\_\_  
Rob R. Walker  
Chief Deputy County Executive

\_\_\_\_\_  
Date



COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Office of the County Executive  
Att: Rob Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** February 23, 2010

**SUBJECT:** Consolidation of Sanitary Sewage Services with the Villages of Cedarhurst and Lawrence  
Request to Amend Design Services Agreement  
Agreement No. S35110C – Cameron Engineering and Associates, LLP  
Capital Project No. 35110

Previously, the Department retained the firm of Cameron Engineering and Associates, LLP for planning and design services for the diversion of sanitary sewage from both the Village of Cedarhurst's and the Village of Lawrence's sewage treatment plants to the County's Bay Park Sewage Treatment Plant (STP) (see attached memo dated January 4, 2008). The firm's services included preparation of a technical design report, infiltration and inflow analyses, preparation of detailed design documents, and provision of construction administration services.

The current project scope includes the diversion of raw untreated wastewater from the Village's systems into the County's sewage collection system. The combined wastewater from the Villages ultimately flows to and is processed at the County's Bay Park Sewage Treatment Plant (STP). This project serves to eliminate the discharge of treated wastewater into local receiving waters from the two (2) Village plants.

It is intended to modify the project scope such that the Village's wastewater continues to be treated at their respective plants and the treated effluent is then introduced into the County collection system. This proposed modification of the scope does not change the main goal of the project (elimination of the wastewater discharges) but does attempt to address the concerns (increased odors) expressed by the community surrounding the Bay Park STP.

The modification of the project scope will require additional design services on the part of Cameron Engineering. We are proposing that the current design cost ceiling of \$2,168,335 be increased by \$175,000, for a new cost ceiling of \$2,343,335.

This project is time sensitive as it has been approved by the New York State Environmental Facilities Corporation (NYSEFC) to receive American Recovery and Reinvestment Act (ARRA) funding. As such, we intend to authorize Cameron Engineering to commence these additional services concurrent with the processing of the amendment.

The funding for these additional design services is available under Capital Project No. 35110.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.




Shila Shah-Gavnowdian  
Commissioner

SSE:RS:JLD:jb  
Attachment

c: Raymond Stefanowicz, Senior Deputy Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit  
Kenneth Arnold, Sanitary Engineer IV  
Joseph N. Walker, Assistant Superintendent of Water Supply

APPROVED:

  
Rob Walker  
Chief Deputy County Executive

2/24/10  
Date

DISAPPROVED:

Rob Walker  
Chief Deputy County Executive

Date



AMENDMENT NO. 1

AMENDMENT, dated as of \_\_\_\_\_, 2010 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Cameron Engineering & Associates, LLP, a consultant engineering firm having its principal office at 100 Sunnyside Boulevard, Suite 100, Woodbury, New York 11797 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S35110C between the County and the Firm, executed on behalf of the County on February 15, 2008 (the "Original Agreement"), the Firm performed certain services for the County in connection with the Consolidation of Sanitary Sewer Services associated with the Villages of Cedarhurst and Lawrence, which services are more fully described in the Original Agreement Exhibit A (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from February 15, 2008 through March 1, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was two million-one hundred sixty eight thousand – three hundred thirty five dollars (\$2,168,335.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to amend the Original Services by modifying the project scope;

WHEREAS; the County and the Contractor desire to amend the Original Term by adding an additional twenty-four (24) months;

WHEREAS; the County and the Contractor desire to amend the Original Maximum Amount by adding an additional three hundred fifty five thousand, two hundred forty five (\$355,245) dollars.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Modified Project Scope. Paragraph B, Detailed Design Services, referred to in Exhibit A of the Original Agreement and attached to the Original Agreement is hereby revised to include the modified project scope as set forth in Exhibit A.1 attached hereto and incorporated herein by reference ("Modified Project Scope").

2. Term Extension. The Term of the Original Agreement shall be extended by twenty-four (24) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 1, 2013.

Amended Maximum Amount. The Maximum Amount of the Original Agreement shall be increased by three hundred fifty five thousand, two hundred forty five (\$355,245) dollars, so that the Maximum Amount of this Amended Agreement, shall be two million-five hundred twenty three thousand-five hundred eighty dollars (\$2,523,580.00).

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CAMERON ENGINEERING & ASSOCIATES, LLP

ROBERT E WILKINSON JR ESQ.  
Notary Public, State of New York  
NO. 02W16077403  
Qualified in Suffolk County  
Commission Expires May 5, 2011

*René J. Esq.*

By: *[Signature]*  
Name: Joseph R. Amato  
Title: Senior Partner  
Date: 12/10/10

NASSAU COUNTY

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: Nassau County Executive  
Date: 6/7/2011

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 10 day of December in the year 2010 before me personally came Joseph R. Amato to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Partner of Limited Liability Partnership, described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the partnership.

NOTARY PUBLIC

ROBERT E WILKINSON JR ESQ.

Notary Public, State of New York

NO. 02W15077403

Qualified in Suffolk County

Commission Expires May 5, 2011

*Robert E. Wilkinson Jr.*

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the day 7 of June in the year 2011 before me personally came Edward Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he ~~or she~~ is a ~~Deputy~~ County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*Martina Kritel*

*Martina Kritel*

02-KR4966444

My commission expires 5/7/14



## **EXHIBIT A.1**

### **Consolidation of Sanitary Sewer Services associated with the Villages of Cedarhurst and Lawrence**

#### **Modified Project Scope**

March 22, 2010

#### Overview

The unmodified Cedarhurst/Lawrence sewage diversion project includes: 1) gravity flow of sewage from the Village of Cedarhurst into the County sewage collection system; 2) pumped flow of sewage from the Village of Lawrence into the County sewage collection system; and, 3) upgrades to the County's existing Inwood Pump Station, including a new force main. The combined wastewater from the Village's of Lawrence and Cedarhurst is transferred to the County's Bay Park STP in East Rockaway, via the Inwood Pump Station. It is intended to modify the current project scope so as to introduce treated effluent from the Lawrence and Cedarhurst plants into the County's sewage collection system. By continuing to treat the wastewater at the existing Village plants, the overall organic loading (BOD and TSS) diverted to the Bay Park STP would be reduced. The reduced organic loading to the Bay Park Plant is not anticipated to have any impact on the overall efficiency of the facility.

The modifications to the current project scope to implement this alternative are described below.

#### Lawrence WPCP

Currently, the existing plant influent pumping facility is to be converted to the new sewage pump station for the transfer of wastewater, via a force main, to the County system. Implementation of the modified project scope would require that the influent pumping facility remain in its current configuration and continue to lift the incoming raw sewage into the plant for treatment, as it currently does today. The modified project scope would add a new sewage pump station, to be constructed at the terminus of the chlorine contact tank. The station could be submersible in nature and would feature a new wet well constructed adjacent to the outfall pipe. A new force main would be constructed and connected to the force main as presently included within the scope of the existing project.

#### **Specific Improvements:**

- Provide a new pump station at the discharge of the existing chlorine contact tank.
- Provide valving to accommodate the new pump station.
- Install new dry pit submersible pumps (provided under existing contract S35110G) at the new pump station. These pumps would be suitable for relocation

to the existing influent pumping facility should it be decided to decommission the facility in the future.

- Provide a new 10" diameter force main from the new pump station and connect same to the proposed 10" force main (provided under existing contract S35110R) at the southwest corner of existing Administration Building.

#### Cedarhurst WPCP

Under the original project scope, the influent sewage piping is modified so that raw sewage no longer enters the Village's plant. As part of the modified project scope, the gravity sewer connecting to the County system would still be constructed; however, the short section of piping to be modified on Peninsula would not be implemented. The existing influent line would remain and sewage would enter the facility and be treated as it is today. Unlike Lawrence, a new sewage pump station would not be constructed adjacent to the chlorine contact tank. Instead the effluent from the plant will be directed by a gravity line to the new 24" diameter gravity sewer line on Arlington Road.

#### Specific Improvements:

- Provide a new gravity sewer at the discharge of the existing chlorine contact tank and connect to manhole at intersection of Peninsula Blvd. and Arlington Road (provided under existing contract S35110R).

COUNTY OF NASSAU  
Inter-Departmental Memo

**TO:** Office of the County Executive  
Att: Ian R. Siegel, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** January 4, 2008

**SUBJECT:** Consolidation of Sanitary Sewer Services Associated  
with the Villages of Cedarhurst and Lawrence  
Capital Project No. 35110  
Recommendation of Firm for Design Services

This Department intends to procure services to evaluate and recommend options for the environmental study, planning and design the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to the Bay Park Sewage Treatment Plant (BPSTP). Services shall include preparation of a Technical Design Report, Infiltration and Inflow Analyses of both collection systems and bid documents based on the chosen option and construction management services as specified in the Request for Proposal (RFP).

A RFP was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The RFPs were posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were submitted by the three (3) firms listed below. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below along with each firm's total proposed fee (based upon a \$13,500,000 construction budget):

Proposer	Technical Rank	Technical Score	Total Proposed Cost	Total Cost Proposal with Contingency
Cameron Engineering	1	91	\$1,707,950	\$2,220,335
Dvirka & Bartilucci	2	84	\$1,706,250	\$2,218,125
Gannett Fleming	3	83	\$2,647,200	\$3,441,360

The Technical Review Committee met with Cameron Engineering to review their cost proposal and clarified the level of detail needed for Division G, Right of Way Maps. Pursuant to the review, Cameron Engineering submitted a revised cost proposal of \$1,667,950 that addressed all issues raised at the review meeting. The total contract cost ceiling, including the design contingency, would be \$2,168,335.



Office of the County Executive  
Att: Ian R. Siegel, Deputy County Executive  
Page Two

January 4, 2008

SUBJECT: Consolidation of Sanitary Sewer Services Associated  
with the Villages of Cedarhurst and Lawrence  
Capital Project No. 35110  
Recommendation of Firm for Design Services

It is the opinion of the Technical Review Committee that Cameron Engineering and Associates, LLP offers considerable experience with this work and has intimate knowledge with both the Cedarhurst and Lawrence wastewater disposal and collection systems. In our professional judgment, the proposal submitted by Cameron Engineering and Associates, LLP, having the highest technical rating and proposing one of the lowest total design costs, represents the best value to the County.

As such, it is the Department's recommendation that Cameron Engineering and Associates, LLP be retained to provide the design services for the project referenced above.

The funding for these professional services is available under Capital Project No. 35110.

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.



Raymond A. Ribeiro  
Commissioner

RAR:JLD:KGA:jb

c: Joseph L. Davenport, Deputy Commissioner for Engineering  
Gary Yansick, Director of Management Analysis II  
Joseph N. Walker, Assistant Superintendent of Water Supply

APPROVED:



Ian R. Siegel  
Deputy County Executive

Date

1-03-07

DISAPPROVED:

Ian R. Siegel  
Deputy County Executive

Date

**REQUEST TO INITIATE  
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID  
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ      ☒ RFP      ☐ RFBC      ☐ OTHER

Department: PUBLIC WORKS      Date: October 2007

Service Requested:

Engineering services to evaluate and recommend options for the environmental study, planning and design the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to Bay Park Sewage Treatment Plant (BPSTP). Services shall include preparation of a Technical Design Report, Infiltration and Inflow Analyses of both collection systems and bid documents based on the chosen option and construction management services as specified in the RFP

Justification:

This project is associated with an Inter-municipal Agreement between the County of Nassau and each of the Villages, Cedarhurst and Lawrence.

Estimated Range: \$1,715,000      Date RFQ/RFP/RFBC Due: \_\_\_\_\_

Department Head Approval: ☒ YES ☐ NO

DCE/Vertical Approval: ☒ YES ☐ NO

DCE/Ops Approval: ☒ YES ☐ NO

SIGNATURE

SIGNATURE

SIGNATURE

PART II: To be submitted to deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from responding vendors.

Vendor	Quote	Comment
1. See County Executive Approval memo		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		

DCE/Ops Approval: ☐ YES ☐ NO

Signature \_\_\_\_\_

JLD:KGA:JNW:cs

H:\Water-WasteWater Engineering\Capital Project Program\99999x - Consolidation of Lawrence and Cedarhurst\Request to Initiate RFP Sanitary Sewer Consolidation.doc

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
PROPOSED CONTRACT  
(Via Fax)

**TO:** CSEA - (Fax: 742-3801)  
**FROM:** DPW, Division of Administration - (Fax: 571-4199)  
**DATE:** January 8, 2008  
**SUBJECT:** CSEA Notification of a Proposed DPW Design Services Contract  
Proposed Contract Number: S35110C

The following notification is to comply with the spirit and intent of Section 32 of the county/CSEA contract. It should not be implied that the proposed DPW contract / agreement is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a design services contract for the following services:  
To evaluate and recommend options for the environmental study, planning and design the diversion of sanitary flow from both the Cedarhurst Sewage Treatment Plant (CSTP) and the Lawrence Water Pollution Control Plant (LWPCP) to Bay Park Sewage Treatment Plant (BPSTP).
2. The work involves the following:
  - planning and design, preparation of a Technical Design Report, Infiltration and Inflow Analyses
  - procurement of regulatory permits
  - development of construction plans and specifications
  - construction management services
3. An estimate of the cost is: \$ 2,168,335
4. An estimate of the duration is: Three (3) years

Should you wish to propose an alternative to the proposed contract, please respond within 10 days, to: Department of Public Works, Division of Administration, Attn: Gary Yansick; fax: 571-4046, (phone: 516-571-4076)



Dena Miller DeFranco  
Deputy Commissioner

DMD:KGA:JNW:jb

c: Office of Labor Relations  
Water/Wastewater Engineering Unit

We are transmitting one (1) page including this sheet. If there were problems with this transmission, call (516) 571-4076.

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Cameron Engineering Associates LLP  
Address: 100 Sunnyside Blvd.  
City and State: Woodbury, NY Zip Code: 11797
2. Firm's Vendor Identification Number: 11-3313855
3. Type of Business: \_\_\_\_\_ Public Corp. ☒ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company \_\_\_\_\_ Closely Held Corp. \_\_\_\_\_ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

John D. Cameron, Jr., 59 Royal Court, Rockville Centre, NY 11570  
Cameron Engineering, PC (100% owned by John D. Cameron Jr.)  
100 Sunnyside Blvd, Woodbury, NY 11797  
Joseph R. Amato, 307 Lawn Lane, Upper Brookville, NY 11771

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (\* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section ) (attach additional sheet (s) if necessary).

John D. Cameron, Jr., 59 Royal Court, Rockville Centre, NY 11570  
Cameron Engineering, PC (100% owned by John D. Cameron Jr.)  
100 Sunnyside Blvd, Woodbury, NY 11797  
Joseph R. Amato, 307 Lawn Lane, Upper Brookville, NY 11771

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [ if none, enter "None" ] (\* include a separate disclosure form for each affiliated or subsidiary company ) (attach additional sheet (s) if necessary).

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 11/7/06 1/8/08

Signed: Joseph R. Amato JRA

Print Name: JOSEPH R. AMATO

Title: PARTNER

## AMENDMENT NO. 1

AMENDMENT, dated as of \_\_\_\_\_, 2010 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Cameron Engineering & Associates, LLP, a consultant engineering firm having its principal office at 100 Sunnyside Boulevard, Suite 100, Woodbury, New York 11797 (the "Firm" or the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number S35110C between the County and the Firm, executed on behalf of the County on February 15, 2008 (the "Original Agreement"), the Firm performed certain services for the County in connection with the Consolidation of Sanitary Sewer Services associated with the Villages of Cedarhurst and Lawrence, which services are more fully described in the Original Agreement Exhibit A (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from February 15, 2008 through March 1, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was two million-one hundred sixty eight thousand – three hundred thirty five dollars (\$2,168,335.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to amend the Original Services by modifying the project scope;

WHEREAS; the County and the Contractor desire to amend the Original Term by adding an additional twenty-four (24) months;

WHEREAS; the County and the Contractor desire to amend the Original Maximum Amount by adding an additional three hundred fifty five thousand, two hundred forty five (\$355,245) dollars.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Modified Project Scope. Paragraph B, Detailed Design Services, referred to in Exhibit A of the Original Agreement and attached to the Original Agreement is hereby revised to include the modified project scope as set forth in Exhibit A.1 attached hereto and incorporated herein by reference ("Modified Project Scope").



2. Term Extension. The Term of the Original Agreement shall be extended by twenty-four (24) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 1, 2013.

Amended Maximum Amount. The Maximum Amount of the Original Agreement shall be increased by three hundred fifty five thousand, two hundred forty five (\$355,245) dollars, so that the Maximum Amount of this Amended Agreement, shall be two million-five hundred twenty three thousand-five hundred eighty dollars (\$2,523,580.00).

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CAMERON ENGINEERING & ASSOCIATES, LLP

ROBERT E. WILKINSON JR. ESQ.  
Notary Public, State of New York  
NO. 02W16077403  
Qualified in Suffolk County  
Commission Expires May 5, 2011

*Robert E. Wilkinson Jr.*

By: *[Signature]*  
Name: Joseph R. Amato  
Title: Senior Partner  
Date: 12/10/10

NASSAU COUNTY

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: ~~Deputy~~ County Executive  
Date: 6/7/2011

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 10 day of December in the year 2010 before me personally came Joseph R. Amato to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Partner of Limited Liability Partnership, described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the partnership.

NOTARY PUBLIC

ROBERT E. WILKINSON JR. ESQ.  
Notary Public, State of New York  
NO. 02W16077403  
Qualified in Suffolk County  
Commission Expires May 5,

*Robert E. Wilkinson Jr.*

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the day 7 of June in the year 2011 before me personally came Edward Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he ~~or she~~ is a ~~Deputy~~ County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*Martina Krissel*

*Martina Krissel*

02KR4966444

*My commission expires 5/7/14*

## **EXHIBIT A.1**

### **Consolidation of Sanitary Sewer Services associated with the Villages of Cedarhurst and Lawrence**

#### **Modified Project Scope**

March 22, 2010

#### Overview

The unmodified Cedarhurst/Lawrence sewage diversion project includes: 1) gravity flow of sewage from the Village of Cedarhurst into the County sewage collection system; 2) pumped flow of sewage from the Village of Lawrence into the County sewage collection system; and, 3) upgrades to the County's existing Inwood Pump Station, including a new force main. The combined wastewater from the Village's of Lawrence and Cedarhurst is transferred to the County's Bay Park STP in East Rockaway, via the Inwood Pump Station. It is intended to modify the current project scope so as to introduce treated effluent from the Lawrence and Cedarhurst plants into the County's sewage collection system. By continuing to treat the wastewater at the existing Village plants, the overall organic loading (BOD and TSS) diverted to the Bay Park STP would be reduced. The reduced organic loading to the Bay Park Plant is not anticipated to have any impact on the overall efficiency of the facility.

The modifications to the current project scope to implement this alternative are described below.

#### Lawrence WPCP

Currently, the existing plant influent pumping facility is to be converted to the new sewage pump station for the transfer of wastewater, via a force main, to the County system. Implementation of the modified project scope would require that the influent pumping facility remain in its current configuration and continue to lift the incoming raw sewage into the plant for treatment, as it currently does today. The modified project scope would add a new sewage pump station, to be constructed at the terminus of the chlorine contact tank. The station could be submersible in nature and would feature a new wet well constructed adjacent to the outfall pipe. A new force main would be constructed and connected to the force main as presently included within the scope of the existing project.

#### Specific Improvements:

- Provide a new pump station at the discharge of the existing chlorine contact tank.
- Provide valving to accommodate the new pump station.
- Install new dry pit submersible pumps (provided under existing contract S35110G) at the new pump station. These pumps would be suitable for relocation

to the existing influent pumping facility should it be decided to decommission the facility in the future.

- Provide a new 10" diameter force main from the new pump station and connect same to the proposed 10" force main (provided under existing contract S35110R) at the southwest corner of existing Administration Building.

#### Cedarhurst WPCP

Under the original project scope, the influent sewage piping is modified so that raw sewage no longer enters the Village's plant. As part of the modified project scope, the gravity sewer connecting to the County system would still be constructed; however, the short section of piping to be modified on Peninsula would not be implemented. The existing influent line would remain and sewage would enter the facility and be treated as it is today. Unlike Lawrence, a new sewage pump station would not be constructed adjacent to the chlorine contact tank. Instead the effluent from the plant will be directed by a gravity line to the new 24" diameter gravity sewer line on Arlington Road.

#### Specific Improvements:

- Provide a new gravity sewer at the discharge of the existing chlorine contact tank and connect to manhole at intersection of Peninsula Blvd. and Arlington Road (provided under existing contract S35110R).

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Cameron Engineering and Associates, LLP  
Address: 100 Sunnyside Blvd., Suite 100  
City, State and Zip Code: Woodbury, NY 11797
2. Entity's Vendor Identification Number: 11-3313855
3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):  
John D. Cameron, Jr. , 59 Royal Court, Rockville Centre, NY 11570  
Joseph R. Amato, 307 Lawn Lane, Upper Brookville, NY 11771 -  
Janice Jijina, 2850 Lee Place, Bellmore, NY 11710  
Mark Wagner, 663 Tanglewood Road, West Islip, NY 11795 -  
Kevin M. McAndrew, 39 Bedell Place, Amityville, NY 11701  
Nicholas Kumbatovic, 2026 Stratford Drive, Westbury, NY 11590 -  
-  
-  
-  
-
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.  
John D. Cameron, Jr. , 59 Royal Court, Rockville Centre, NY 11570  
Joseph R. Amato, 307 Lawn Lane, Upper Brookville, NY 11771  
Cameron Engineering, Planning and Architecture, P.C. (100% owned by John D. Cameron, Jr.)  
100 Sunnyside Blvd., Suite 100, Woodbury, NY 11797

---

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

Cameron Engineering, Planning And Architecture, P.C.

(100% owned by John D. Cameron, Jr.)

100 Sunnyside Blvd., Suite 100, Woodbury, NY 11797

Cameron Engineering & Associates of New York, PLLC

(80% owned by John D. Cameron Jr & 20% Owned by Joseph R. Amato)

100 Sunnyside Blvd., Suite 100, Woodbury, NY 11797

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

Not Applicable.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not Applicable.

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6-16-2015

Signed: 

Print Name: Joseph R. Amato, P.E.

Title: Senior Partner



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.